

SUPERINTENDENT SHARING AGREEMENT

This Sharing Agreement is between the New Hampton Community School District hereinafter referred to as New Hampton, and the Turkey Valley Community School District, hereinafter referred to as Turkey Valley, and collectively referred to as the parties.

1. **PURPOSE OF THE AGREEMENT:** This Sharing Agreement is to employ one Superintendent of Schools for both New Hampton and Turkey Valley.
2. **AUTHORITY:** This Agreement is entered into under the authority of Iowa Code Sections 257.11 and 280.15 and all other lawful authority.
3. **TERM:** This Agreement is for the fiscal year commencing July 1, 2016, and shall renew automatically July 1 of each succeeding fiscal year without any additional action by the parties except as noted in Article 10.
4. **APPOINTMENT:** The Superintendent appointed pursuant to this Agreement shall be Jay Jurrens, the current Superintendent of New Hampton.
5. **REIMBURSEMENT:**
 - a. New Hampton will hold the individual employment contract for the Superintendent and will employ the Superintendent on a full time basis. New Hampton will be responsible for all rights and obligations related to Iowa Code chapter 279, and for purposes of complying with federal and state laws related to employment. New Hampton will manage the payroll, accounting, and contractual functions relevant to this position, with the sharing of expenses as described in this agreement.
 - b. Turkey Valley agrees to pay New Hampton for the service provided at a prorated rate, based on the number of "School Aged Students Served" in the district divided by the total number of "School Aged Students Served" in both districts plus a 10% surcharge the first year to account for any time concerns for the district. This will come from the Certified Enrollment Report from the previous school year. For 2016-2017 New Hampton is at 997.77 and Turkey Valley is at 335. Under this agreement, Turkey Valley agrees to pay $335/(997.77+345.18)$ or 25.7% + 10% surcharge or 35.7% of Superintendent Costs for the year. The surcharge will be 5% the second year and then reviewed each year by the New Hampton District, but will never exceed 10%.
 - c. Payment will be made on a semi-annual basis as billed by New Hampton. This payment will be to pay Turkey Valley's share of the Superintendent's salary and benefit package consisting of FICA, IPERS, health, life, dental and any other insurance premiums, professional dues, and any other benefits payable to the superintendent.
 - d. Any costs incurred by the Superintendent and attributable to a single district will be paid by that district. Other reimbursable costs that are

shared between the districts, examples would be attendance at conferences and travel between districts, shall be prorated at the above-prorated rate between the two districts. These costs will be itemized and billed to Turkey Valley on the same semi-annual basis as salary.

6. DUTIES OF THE SUPERINTENDENT:

- a. The Superintendent of New Hampton and Turkey Valley shall serve as the executive officer of each school district and shall have such powers, duties, responsibilities and obligations in relationship to each district as prescribed by all applicable federal and state laws, local board policies and regulations, and the Superintendent's individual contract of employment with New Hampton. The Superintendent shall, at all times, conduct himself in a professional manner in accordance with established professional standards applicable to superintendents. In addition, it is understood that the superintendent will be appropriately licensed in the state of Iowa.
- b. The Superintendent shall be solely under the direction of the New Hampton Board of Education when performing services for New Hampton and shall be solely under the direction of the Turkey Valley Board of Education when performing services for Turkey Valley.

7. LIABILITY COVERAGE: Each district shall cover the Superintendent under its liability insurance policy for duties performed for the respective districts. Each of the parties to this Agreement shall protect, defend, hold harmless and indemnify the other party from and against any and all losses, costs, damages, or expenses, including attorneys' fees and expenses, occasioned by, or arising out of, any accident or occurrence causing or inflicting injury or damage to any person or property due to actions or inactions of the Superintendent while performing services for the indemnifying party.

8. EMPLOYMENT AND EVALUATION OF SUPERINTENDENT: Turkey Valley and New Hampton will each provide a mid-year evaluation and an annual evaluation to the Superintendent. Turkey Valley shall provide New Hampton with a copy of its mid-year evaluation and annual evaluation for each year of the term. All aspects of compliance with Iowa Code Section 279.24 or.25 and related sections shall be the responsibility of New Hampton.

9. DAYS OF WORK AND DISTRICT TIME ALLOCATION: The Superintendent shall be contracted to work 260 days per year, including paid holidays and vacation days. At the commencement of this Agreement, the Superintendent shall establish and communicate to the parties a normal office schedule. It is understood by the parties that the superintendent intends to devote an equal amount of time to each district; however, a certain amount of flexibility is required with regards to the physical presence of the superintendent in a specific district as circumstances may require the superintendent to spend more time in one district over another. For example, in the first year of the agreement it

is anticipated the Superintendent may need to spend more time in Turkey Valley to learn about the school, its culture, and its community. If there are any concerns about the time being spent in one of the districts, the board president of the other district will communicate that concern to the Superintendent immediately so the concerns may be addressed.

10. **TERMINATION OF SHARING AGREEMENT:** Either party may terminate this agreement with or without cause, by providing written notice to the other party on or before February 1st for the upcoming fiscal year. Either party may terminate this agreement for cause on 30 days written notice. This agreement will also terminate automatically upon the resignation of the Superintendent from or termination of the Superintendent's contract with New Hampton. Any reimbursement required of Turkey Valley under paragraph 5 shall be prorated to the date of termination.

11. **SEVERABILITY:** In case any one or more of the provisions contained in this Agreement shall be declared invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

12. **RELATIONSHIP:** It is expressly understood and agreed by the parties that nothing contained in this Agreement shall be construed to create a partnership, association or other affiliation or like relationship between the parties, it being specifically agreed that their relationship is and shall remain that of independent parties to a cooperative contractual relationship. In no event shall a party be liable for the debts or obligations of the other party.

13. **AMENDMENT:** This Agreement is not subject to amendment except in writing and with the approval of the Board of Education of both districts.

IN WITNESS HEREOF, the parties sign this Agreement on the date approved by their respective boards.

TURKEY VALLEY COMMUNITY SCHOOL DISTRICT

BY: _____
BOARD PRESIDENT BOARD SECRETARY

DATE: _____

NEW HAMPTON COMMUNITY SCHOOL DISTRICT

BY: _____
BOARD PRESIDENT BOARD SECRETARY

DATE: _____

